

**AGREEMENT**

**BETWEEN**

**EDISON TOWNSHIP  
BOARD OF EDUCATION**

**AND**

**EDISON PUBLIC SCHOOLS  
CUSTODIANS AND  
MAINTENANCE ASSOCIATION**

**JULY 1, 2018 – JUNE 30, 2021**

ACH

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## PREAMBLE

This agreement is entered into on this day, between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, hereinafter called the "Board" and the New Jersey Education Association, the Edison Public Schools Custodians and Maintenance Association, Incorporated, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

#### **A. Unit**

The Board hereby recognizes the Edison Public Schools Custodians and Maintenance Association, Incorporated and the NJEA as the sole and exclusive bargaining agent for all custodians, maintenance, grounds and helper employees in all matters specifically provided for herein pertaining to wages, hours, conditions of employment and grievance procedures.

#### **B. Definition of Employees**

1. The Board recognizes the rights, duties, and responsibilities of the Association toward its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by Constitution and Statutes.
2. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all male and female custodians, maintenance, grounds, helpers and/or any other employee in this bargaining unit.

## ARTICLE II

### RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

Subject to rights and privileges granted to the Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, including the right:

#### **A. Board Authority**

1. To the executive management and administrative control of the school system and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.

2. To determine work schedules, places of work, transfers of employees with due cause, the right to contract or subcontract any work to any person, persons, corporation or association, the right to eliminate any job and/or job classification as designated herein, except as provided in this Agreement.
3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contest, nor shall this Agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and Statutes.
4. To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.

#### **B. Board Rights**

To hire all employees, determine their qualifications, conditions for continued employment, dismissal, promotion, transfer, or, with just cause, to take disciplinary action as may be required.

#### **C. Medical Examination**

To require any employee to undergo a medical examination at least once each year as the Board may require, and may require additional individual psychiatric or medical examination of any employee as it deems advisable. A violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.

#### **D. Job Vacancy**

It is the Board's intent that any custodial, grounds, or helper position vacated by an employee resigning, retiring, and/or transferring shall be filled within thirty (30) working days. Any maintenance position vacated by an employee resigning, retiring, and/or transferring shall be filled within thirty (30) working days, or as soon as possible, at the discretion of the Board, depending upon the availability of qualified personnel.

#### **E. Job Posting**

1. A job posting shall be posted online and emailed to all unit employees not less than 10 workdays before the final date when applications must be submitted. A copy of the job posting shall be given to the President of the Association at the time of posting. The qualifications for the position, its duties, hours, and location shall be clearly stated on each posting.
2. All employees shall be afforded a reasonable opportunity to be notified of any job openings or vacancies together with hours of work. Nothing herein shall diminish any rights vested in an employee by tenure and the Statutes of New Jersey.

### ARTICLE III

#### NEGOTIATION PROCEDURE

##### **A. Notification**

On or before the 15<sup>th</sup> day of January in the school year that the Agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein.

##### **B. Exchange of Information**

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available for inspection by the Association by November 30<sup>th</sup>, of the last year of the Agreement, salary guides, scatter grams, a health insurance profile and any other pertinent records. By mutual agreement, each party shall make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

##### **C. Representation**

Neither party in any negotiations shall have any control over the selection of the negotiations representatives of the other party. The parties mutually pledge that their representatives be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations.

##### **D. Meeting Information**

1. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations regarding the collective bargaining agreement, they will suffer no loss in pay.
2. Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.
3. A mutually convenient time shall be set within fifteen (15) days exclusive of Board-designated holidays or vacations.

##### **E. Modification of Agreement**

1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of amending this Agreement, and to resolve problems that may arise. These meetings are not to bypass the grievance procedure.
2. Each party shall submit to the other at least three (3) days prior to the meeting an agenda covering matters it wishes to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the representatives of the Board and the Association, and be submitted for ratification to the Board and to the Association.

## ARTICLE IV

### GRIEVANCE PROCEDURE

The Board recognizes the rights of an employee who has a grievance to carry his/her appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution, and in N.J.S.A. 34:13A-1 et. seq. as to presenting and processing a grievance.

#### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **B. Definition**

A "grievance" shall mean a complaint by an employee, group of employees or by the Association that there has been harm suffered by a misinterpretation, inequitable application, or violation of policies, agreements and/or administrative decisions of any of the provisions of the Agreement or concerning working conditions or employment.

#### **C. Pre-Grievance Intervention**

1. An employee, who has a concern/problem/issue that is based on contractual language, or Board policy or procedures, or an administrative decision, should first arrange an appointment with the principal or immediate supervisor involved, to discuss the matter. The grievant must have the Association's designated representative present to discuss the grievance in question. The discussion should commence no later than five (5) working days after the concern/problem/issue became known.
2. A pre-grievance conference is meant to be informal in nature. The concern/problem/issue should be clearly presented, and solutions or suggestions to address the concern may be offered by the individual or the Association representative. Every effort should be made to consider all reasonable solutions put forth, and to resolve the matter at this level. The Association representative however is charged with representing the views of the Association with regard to any resolution to the matter.

#### **D. Procedure**

If the concern/problem/issue is not resolved satisfactorily through the pre-grievance intervention, then the grievant and/or the Association should move to the level 1 grievance procedure. The procedure will be as follows:

1. All initial grievances must be filed by the aggrieved party (ies) within ten (10) working days of the alleged occurrence of the complaint. An Individual employee can file a grievance at level one only.
2. All grievances filed at any level of the grievance procedure must specify the specific violation of the interpretation or application of this contract, including the contract section, the date of the occurrence, the extent of the harm suffered and the relief sought.

3. The Association, through a recognized representative, may appeal a decision to each next higher authority in turn. The sequence shall be (beginning at the lowest appropriate level):

LEVEL I	Principal or other immediate supervisor if building-based
LEVEL II	Supervisor of Facilities
LEVEL III	Business Administrator
LEVEL IV	Superintendent of Schools or designee
LEVEL V	Board of Education
LEVEL VI	Arbitration

#### **E. Arbitration**

1. An arbitrator shall be selected through the New Jersey Public Employment Relations Commission and that arbitrator's decision shall be final and binding upon the parties.
2. The arbitrator shall not have the authority to add to, delete from, or modify this Agreement.
3. A grievance may proceed to binding arbitration only under the authority of the E.P.S.C.M.A.
4. The parties will arrange to have arbitration meetings at mutually agreed upon sites in Edison Township.
5. Only the Board, the aggrieved employee, and the association shall be given copies of the arbitrator's report of findings and award. This shall be accomplished within thirty (30) working days of the completion of the arbitration hearing.
6. The expense of arbitration shall be borne equally by the parties to this Agreement.

#### **F. Communications and Time limits**

1. Upon its decision at each level, that person or party shall render that decision within ten (10) working days, in writing and with reasons.
2. The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement of the Association and Superintendent or designee. All days referred to in this procedure shall be workdays.

## **G. Appeals**

1. Prior to each appeal, the Association shall inform the authority who last rendered a decision of its intention to appeal to the next higher authority.
2. All notices of appeals must be made in writing to the next highest authority within ten (10) working days of receipt of the written decision or of the deadline for the written decision, otherwise, the appeal shall be deemed abandoned.
3. To appeal to the Board, the Association shall, in writing, notify the School Board Secretary within the designated time of its intention to appeal. A majority of the Board members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within ten (10) working days of the hearing, which, together with any pleadings, shall be submitted to the employee and the Association. The employee shall, at all steps be permitted to be joined and represented by the Association.

## **H. Miscellaneous**

1. If, in the judgment of the grievance committee, a grievance affects a group or class of employees in more than one building, the Association will initiate the grievance at level II.
2. The grievance committee may process any grievance that affects a group or class of employees through all levels of the grievance procedure regardless if the aggrieved person(s) does not wish to do so.
3. No reprisals of any kind shall be taken by the Board, or by any member of the administration, against any grievant, any member of the grievance committee, or any other participant in the grievance procedure by reason of such participation.
4. Unless otherwise mutually agreed upon, all meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and the designated or selected representatives heretofore referred to in this article.
5. If an employee is required by the Board and the Association to appear at any grievance, arbitration, or P.E.R.C. hearing, it shall be without any loss of pay while attending such hearings.
6. The Association shall have no more than two (2) representatives appear without the loss of pay to represent the Association in any P.E.R.C. proceeding. In the event an Association representative is the affected employee, only that individual and one (1) additional representative may appear without the loss of pay. The Association will provide the Superintendent twenty-four (24) hour advance notice of which Association representative will be appearing at any P.E.R.C. proceeding.
7. A form pertaining to the filing of grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.



## ARTICLE V

### JOB SECURITY AND SENIORITY

#### **A. Tenure**

Employees hired effective January 1, 1995, or thereafter, are and shall be employed for fixed terms and shall not be eligible for tenure.

#### **B. Seniority**

1. District seniority shall be defined as length of continuous service with the Edison Township Board of Education from the last date of hire. Track or departmental seniority, defined as length of time on a permanent basis in a particular track, either as custodian or in the maintenance/grounds departments shall be used only for determining layoffs and recalls. Recalls for custodians who have been laid off but are not on either track, shall be placed on a list and recalled based upon district seniority.
2. Two seniority lists shall be kept: one, district seniority and two, departmental seniority. The Board of Education shall provide the Association each September with the current seniority list in each category.
3. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the toss of a coin.
4. An employee's seniority shall cease and employment status shall terminate for any of the following reasons:
  - a. Resignation or retirement.
  - b. Discharge for just cause or dismissal under the tenure statutes.
  - c. Failure of laid-off employees to report for work either: 1) on the date specified in written notice of recall or, within three (3) working days after date of receipt of the registered mail notice of recall, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records. The Association President will be sent a copy of the recall notice.
  - d. Failure to report to work for a period of three (3) consecutive scheduled working days without a reasonable excuse for such absence.
  - e. Layoff for a period exceeding one (1) year.

#### **C. Layoff and Bumping Rights**

1. In the event of layoffs, an employee may bump another employee with less seniority in either of two ways: 1) an employee in one of the tracks could bump the least senior employee in that track based upon the employee's seniority in the track (e.g., a maintenance or grounds employee with ten (10) years of maintenance or grounds seniority whose position is eliminated could bump the least senior maintenance or grounds employee in this track), or, 2) this same employee, if he is the least senior employee in the maintenance or grounds track, could bump the least senior employee in the custodian position. Custodians, whether day or night, would have bumping rights based on their district seniority.

2. Any bumping or recall must take into consideration the employee's ability to perform the job.
3. Any employee whose position is eliminated or filled by another employee whose position has been eliminated and who refuses a position which he has a right to claim under above shall lose all seniority rights under Section B of this Article. A full-time employee may refuse to claim a part-time position and shall maintain seniority rights under this Article.

#### **D. Promotions**

1. Whenever the Board acts with respect to promotions, transfers, and assignments, the Board will consider the employee's skill, ability, work record, periodic evaluations and seniority with the District. Seniority will prevail if ability and qualifications are equal. This will not be in effect for promotions outside the bargaining unit. The Board and Association hereby agree that determinations on skill and ability shall be guided by the decision in Public Employment Relations Commission, No. 2015-74, dated May 21, 2015, unless the decision is overturned or reversed.
  - a. Promotional positions are defined as any position with an increase in pay except day to night shift or midnight to any shift.
  - b. The Board shall have the right to hire a Floater (VII.J.) to fill the opening created when promotional vacancy (ies) occurs.
2. Whenever an employee successfully bids for a change in position, he/she shall be required to remain in that position for at least six (6) months before bidding for a further change. The only exceptions shall be those bids for a change from night to days for a promotional position, midnights to any shift or if no other employee has bid on the new opening.

#### **E. Recall**

Employees who have been reduced in rank or compensation because their job title has been eliminated as a position by the Board of Education shall be placed back in that position if it is reestablished by the Board at any later date.

#### **F. Due Process Termination**

All custodial/maintenance and grounds employees who have completed five (5) years and one (1) day of employment in the district shall be considered "permanent" and shall not be non-renewed/terminated without just cause.

1. Employees that were hired on or prior to June 30, 2011 have acquired this due process provision.
2. Employees hired on or after July 1, 2011 have earned time towards this due process protection. That is, any and all time worked is counted towards their five (5) year and one (1) day period.
3. All non-renewals/terminations of employees who have completed their five (5) year and one (1) day period shall be subject to the final and binding arbitration provision of this collective negotiations agreement. Upon official notification by the Board of Education of an employees' non-renewal/termination the parties shall select an arbitrator consistent with the provisions set forth in Article IV, Letter E of this collective negotiations agreement.

## ARTICLE VI

### WORK WEEK and PAYROLL WEEK

#### **A. Work Week**

Payroll Week shall mean seven (7) eight-hour days from 7:00 a.m. on Monday to 7:00 a.m. on the following Monday. Normal workweek shall mean five (5) eight-hour days from Monday through Friday. The only exceptions to normal workweek shall be listed below. Exceptions may also be made by the Board to cover contingencies such as snow removal.

#### **B. Flexible Shift A - Saturdays**

There shall be (2) two regularly scheduled flexible custodians for each high school and (1) one regularly scheduled flexible custodian for each middle school that will work the following five (5) days: Monday, Tuesday, Wednesday, Thursday and Saturday. Employees on a flexible workweek in each high school will work 3:00pm to 11:30 on weekdays and 6:30am to 3:00pm on Saturdays. Employees on a flexible workweek in each middle school will work 3:00pm to 11:30pm on weekdays and work 8:00am to 4:30pm Saturdays.

#### **C. Flexible Shift B - Wednesday through Sunday**

There shall be (1) one regularly scheduled flexible custodian in each high school that will work the following five (5) days: Wednesday, Thursday, Friday, Saturday and Sunday. Employees on a flexible workweek will work 3:00pm to 11:30pm on weekdays, 2:00pm to 10:30pm on Saturday and 6:30am to 3:00pm Sunday.

#### **D. Flexible Shift C - Midnights**

The Board may utilize a midnight shift at each high school, where the normal workweek will be Monday night through Saturday morning. Employees on the midnight shift will work 10:00 p.m. to 6:30 a.m.

#### **E. Flexible Shift Assignment**

Assignment to all flexible shifts and the midnight shift will be determined utilizing the following selection procedure:

- a. First by seeking a qualified volunteer(s) from within the school where the flexible shift will be utilized;
- b. If no qualified volunteers respond to the flexible shift positions, listed above, said position(s) will be posted district-wide;
- c. Once the position has been posted district wide, and there are still no qualified volunteers, the board shall hire a new employee, provided there is a district wide opening.
- d. If there is no district wide opening, the Board shall have the right to assign the least senior qualified employee currently working in the building that said flexible shift is located.

## **F. Flexible Shift Guidelines**

1. If an employee assigned to the flexible shift is out on vacation time, personal time, sick time or on any type of leave, and management decides this absence needs to be covered, said shift shall be covered by utilizing a full-time employee on overtime.
2. If additional manpower is required beyond the hours of the flexible shift to cover an activity/function, additional manpower will be covered utilizing a full-time employee on overtime giving the assigned employee the first right of refusal. If additional overtime is required, it will be covered utilizing a full time employee.
3. Employees assigned to the flexible shift shall work the normal work week, Monday through Friday during the summer, unless there is a scheduled event on a Saturday or Sunday. If there is a Saturday/Sunday event, the least senior building based employee assigned to the flexible shift shall work the flexible shift, as defined in Article VI, B and C, for that week.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

#### **A. Work Hours and Lunch Break**

All employees to whom this Agreement applies will be scheduled to work a forty (40) hour week as defined herein. The workday shall consist of eight (8) hours excluding a one-half hour lunch period, except when school is not in session when the lunch period shall be included within the eight (8) hour day. Employees may be permitted to leave the school building during their lunch period with proper notification to their immediate Supervisor.

#### **B. Overtime Pay**

Overtime pay shall be one and one-half times base pay. Overtime pay shall apply to hours of authorized work in excess of forty (40) hours actually worked, within a workweek. Sick days on Monday and Friday only and deduct days within the work week shall not be deemed hours actually worked. Overtime at double the base pay rate will be paid for authorized time worked on Sundays. Holidays will be paid at double time plus the holiday pay.

#### **C. Emergency and Overnight Overtime Pay**

For an emergency call-in between midnight and 5:00 a.m., a minimum of two (2) hours' overtime is to be paid at double time. For any hours worked between midnight and 5:00 a.m., overtime is to be paid at double time for each hour.

For an emergency call-in after 5:00 a.m. to the start of an employee's normal shift, a minimum of one (1) hour overtime is to be paid at time and a half. For any hours worked after 5:00 a.m. to the start of an employee's normal shift, overtime is to be paid at time and a half.

For an emergency call-in between 6:00 a.m. and midnight, a minimum of two (2) hours overtime is to be paid at time and one-half.

#### **D. Shift Assignment**

1. The Board of Education, through its agents, has the right to determine which shift any employee shall work and to redetermine at any time what hours shall compose any of the shifts. Any shift change will be based on the ability and qualifications to do the work, but seniority will prevail if ability and qualifications are equal. If a temporary shift change is required due to an absence of a Facility Manager/Foreman, it will be based on the ability and qualifications to do the work, but seniority will prevail if ability and qualifications are equal. The Board and Association hereby agree that determinations on skill and ability shall be guided by the decision in Public Employment Relations Commission, No. 2015-74, dated May 21, 2015, unless the decision is overturned or reversed.
2. Shift changes may be made with a minimum of six (6) hours prior notice to the effected employees in emergency situations. When emergency shift changes are made, all hours worked between midnight and 5:00 a.m. will be paid at double time. All hours worked after 5:00 a.m. will be paid at either straight time or time and one half in accordance with the overtime provisions of Article VII, B. The provisions of Article VII, A shall also apply to emergency shift changes.

3. If the need arises for temporary shift change during a time when school is not in session, due to a school holiday or during the summer when students and/or staff are in the building. Employees shall be given at least two (2) working days' notice of their potential temporary shift change. Employees shall be assigned to the temporary shift change at each building in the following manner, one (1), the board will first seek volunteers from within said building, in the event no volunteers can be secured, two (2), the board shall assign the least senior employee(s) within said building, based on their date of hire to work the temporary shift change. The board shall not assign no more than two (2) employees in same building to the temporary shift change.

#### **E. Floater Assignment**

Floater (custodians without a fixed assignment) custodians may be required to change work shifts on an as needed basis.

#### **F. Emergency Shift Assignment**

The Board may change the assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider and give preference to the district seniority of an employee provided the employee has the necessary qualifications and will be on notice to the Association and employee.

#### **G. Overtime Authorization**

Overtime shall be authorized in the sole discretion of the Board through the Office of Buildings and Grounds.

##### **1. Pre-Scheduled Overtime**

All pre-scheduled Custodial overtime events at each school/building shall be worked, first by all employees assigned to said building on a seniority rotation basis. If no employee is available to work overtime or additional manpower is required for overtime, then the overtime seniority list will be used.

All pre-scheduled maintenance/grounds overtime shall be worked within their respected departments, first by any maintenance/grounds employee already working on a current job, or second, by any specific skill(s) required to perform said job, not by seniority. If overtime is required for a new job and skills are equal, then seniority will prevail. If additional manpower is required for overtime, then the overtime seniority list will be used.

##### **2. Voluntary Rotating Seniority Overtime Lists**

The Supervisor of Facilities shall develop two voluntary rotating seniority overtime lists based on district seniority. The concept of the rotating seniority list is to establish an overtime list that offers overtime assignments based on seniority first; but, also, to equalize the overtime assignments among all employees.

Only during the month of June, of the previous year, employees will be notified by posting and email if they want to be placed on the voluntary rotating seniority overtime lists, by signing up. A phone number where employees can be reached at all times must also be submitted when signing up. By July 1, the Association President will be given a complete overtime list of all who signed up. One list will be for employees who work during the day time shift and the second list for employees working on the night shift. A floater or an employee whose work hours fall during both shifts will be placed on both lists.

The rotating seniority lists for overtime shall be utilized, so that the most senior employee is offered the first available overtime assignment. When the employee is called and there is no answer, or employee refuses, a message will be left that you were being sought after for overtime and you are now being skipped over. The next senior employee on the list will be called until the overtime assignment is accepted. Once the overtime assignment has been accepted, the next senior employee will then be afforded the next available overtime assignment. After every name on the overtime list has been offered an assignment, the overtime list will start again at the number one (1) spot.

All newly hired employees will be asked at the time of their initial employment if they would like to be placed on the voluntary rotating seniority overtime list.

#### **H. Black Seal License**

All custodians are required to possess a Black Seal Fireman's/Boiler Operator's License. The Board shall pay all yearly renewal fees of said licenses while employee is employed by the Board. All employees covered by this contract who were hired and possessed their Black Seal License prior to July 1<sup>st</sup>, 1991 will receive compensation in accordance with Article XXII, Section B.

#### **I. Emergency Snow Removal**

1. All employees must report for emergency snow removal. Employees who do not report for emergency snow removal will not be paid for that day, unless they a) utilize an available vacation day; b) personal day; or c) sick day accompanied by a doctor's note.
2. The Board shall reimburse any employee called in for work during a declared "State of Emergency" who receives a citation or traffic violation for being on the roads during a "State of Emergency" only. Any employee who receives a citation or traffic violation for being on the road during a "State of Emergency" and is sent home by authorities shall suffer no loss in pay for that day. No other citations will be applicable to this clause.

#### **J. Employee Employment**

Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with his/her employment with the Board of Education. In the event an emergency exists, employees are expected to work overtime as assigned by the Supervisor of Facilities. Emergencies shall be defined as any condition that would affect the opening, safety or integrity of the buildings as determined by the Superintendent's Office.

## ARTICLE VIII

### PROBATIONARY PERIODS AND DISCIPLINE

#### **A. Probationary Time**

All employees shall be probationary for the first sixty (60) days of initial employment by the Edison Township Board of Education.

#### **B. Permanent Employment Training**

The Board recognizes that the health and safety of all employees is important, therefore the Board will establish a training period whenever a new employee is hired.

#### **C. Probation Discipline**

A probationary employee may be recommended by the Supervisor of Facilities or Business Administrator to the Superintendent for discipline or dismissal for any justifiable reason. Notification of discipline or dismissal shall include a written statement of reasons for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Such disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.

#### **D. Promotion Probation**

Any employee promoted to a new job shall serve a thirty (30) working-day probationary period. If the employee is found to be unsatisfactory, he/she shall be returned to his/her former position with no loss of seniority.

#### **E. Violation of policies, rules, and regulations**

Violations of Board policy, rules or regulations shall be just cause for disciplinary action. No employee shall be disciplined, reprimanded, reduced in rank, reduced in compensation, deprived of any form of salary increment or increase, terminated, deprived of any form of occupational advantage or benefit without just cause. Tenured or non-tenured employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. In all matters involving the discipline of employees the standards of progressive discipline as recognized within this Agreement shall be utilized. The American Arbitration Association shall be utilized as guidelines for the application of the just cause standard.

However, the standards of progressive discipline as agreed to herein shall not mitigate or supplant the New Jersey Tenure Statutes as currently applied to bargaining unit employees.

#### **F. Required Meeting or Hearing Notice**

If an employee is required to attend a meeting or interview with the Superintendent or a designated representative concerning any matter, which may be disciplinary in nature, said employee shall be given up to two (2) days prior notice, and shall be entitled to have an Association representative present.

#### **G. Pre-Employment Medical Exam**

Offers of employment to prospective employees shall be contingent upon satisfactory medical examination by the district Medical Inspector.



## ARTICLE IX

### INSURANCE PROTECTION

#### **A. Insurance Benefits**

##### **1. Medical Coverage**

- a. The Board shall provide Horizon Direct Access Design 7 Education 10 plan or equivalent, which will include the major medical, surgical, hospitalization, etc. benefits as provided by the State of New Jersey. The benefit package as provided and the network of participating doctors and hospitals can be accessed at the Horizon Blue Cross Blue Shield website: [www.horizonblue.com](http://www.horizonblue.com). Board of Education will not change insurance plans/carriers without first discussing the proposed change with the Association.
- b. For in-network benefits, the co-payments will be Ten dollars (\$10) per office visit, Fifteen dollars (\$15) per specialist office visit, and Fifty dollars (\$50) for emergency room visit. The maximum out-of-pocket for in-network will be Four Hundred dollars (\$400) per individual and Eight Hundred dollars (\$800) per family. The in-network lifetime maximum plan will be unlimited.
- c. For out-of-network benefits, the co-payment will be used first to meet the deductible. The deductibles will be One Hundred Twenty Five dollars (\$125) per covered person and Two Hundred Fifty dollars (\$250) per family, the deductible does not apply to preventive care. The maximum out-of-pocket amount for out-of-network will be Two Thousand dollars (\$2000) per individual and Five Thousand dollars (\$5000) per family. Once the out-of-pocket limit is met, benefits will be covered at one hundred percent (100%) of the covered allowance. The out-of-pocket maximum cannot be met with non-covered charges. The out-of-network lifetime maximum plan will be unlimited.
- d. The benefit period shall be calendar year. Maximum out-of-pocket is calendar year. The Board agrees to notify the Association in writing when any changes are made to any co-payments, deductibles, etc.

##### **2. Dental Coverage**

- a. The Board shall provide dental insurance equal to the dental insurance carrier's Usual and Customary Rate Program, which shall include single and family coverage. The maximum benefit per calendar year, excluding Class IV dental services, shall be two thousand dollars (\$2,000.00). The deductible shall be Forty dollars (\$40.00) per single plan and One Hundred Twenty dollars (\$120.00) per family plan. All deductibles are on all dental services except Class I diagnostic and preventive services.
- b. The Board will offer a voluntary dental plan HMO with no deductible and no maximum, but subject to applicable co-insurance amounts.
- c. If the dental plan includes coverage for tooth implants, this coverage will not be considered as a requirement to satisfy the equal-to-or-better-than clause, if and when, the district seeks an alternative dental provider.

### 3. Prescription Plan

- a. The Board shall provide the Bene Card Plan Prescription Card Plan or equivalent. The Board shall provide a prescription plan with the following co-pays:
  - i. Retail/Single co-pay: Five dollars (\$5) Generic / Fifteen dollars (\$15) Brand name for a 34 day or 100 pill unit supply, whichever is greater.
  - ii. Mail Order co-pay: Ten dollars (\$10) Generic / Thirty dollars (\$30) Brand name for a 90 day supply.
- b. All out-of-network prescriptions will be paid at an 80% by the Board.
- c. The Board shall provide a Diabetic Prescription plan with no co-pays for Prescriptions, Supplies, and Equipment.
- d. All durable medical equipment in-network will be covered at 90% and all durable medical equipment out-of-network will be covered at 80% by the Board.

### 4. Eligibility

All employees will receive full medical, dental, and prescription coverage for themselves and their dependents, if any, sixty (60) days of initial employment following their date of hire, except if employee is hired on September 1<sup>st</sup>, then coverage will begin on that day.

### 5. Premium Allowance

- a. Employees who elect to use Horizon Direct Access Design 7 Education 10 plan or equivalent, will contribute at Tier 4, Chapter 78 rates, or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this Agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's Tier 4 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required to make contractually mandated health insurance contributions in addition to statutorily required contributions.
- b. Employees who elect to use the Horizon Omnia plan or equivalent, will contribute at Tier 2, Chapter 78 rates or 1.5% of the employees' pensionable salary, whichever is greater, for the duration of this Agreement. Employees shall continue to contribute health insurance premiums at Chapter 78's Tier 2 rates, or 1.5% of the employees' pensionable salary, whichever is greater, after the expiration of this agreement, unless the law has changed mandating otherwise or the parties negotiate and agree to a different employee contribution rate/amount. At no time will any employee be required to make contractually mandated health insurance contributions in addition to statutorily required contributions.
- c. The NJ State Contribution tables can be found at [www.nj.gov/treasury/pensions/reform-hb-qa.shtml](http://www.nj.gov/treasury/pensions/reform-hb-qa.shtml).
- d. If an Employee elects to not participate in major medical, prescription and dental coverage, said employee will not be required to contribute to their medical benefits, provided the employee completes the waiver form annually and certify that that they have alternate health insurance coverage.

## 6. Premium Categories

The annual premiums for health and prescription coverage will be based on four categories: single, Member/Spouse (legally united by marriage certificate or certified civil union), parent/child (single parent with child (ren) and family.

- a. Single Coverage: Any unmarried employee, divorced person, widow or widower who does not support a family with dependents shall be eligible for single coverage.
- b. Member/Spouse Coverage: An employee who has a spouse or certified civil union partner who does not have dependent children shall be eligible for husband/wife coverage.
- c. Parent/Child Coverage: Any single employee with a dependent child or children shall be eligible for parent/child coverage.
- d. Family Coverage: An employee who has a spouse or certified civil union partner and dependent children shall be eligible for full family coverage

## B. Policy on Insurance Coverage: Rules and Regulations

1. All new hires eligible for health care, and who ultimately enroll in district-offered health insurance upon being hired, must enroll in the Horizon Omnia plan or equivalent, and remain in the Horizon Omnia plan or equivalent, for a minimum of one (1) calendar year. Any new employee who does not enroll in district-offered health insurance upon being hired, shall enroll in the Horizon Omnia plan or equivalent, for a period of at least one (1) year, if and/or when they choose to avail themselves to the district-offered health insurance, up to the time in which an employee obtains permanent employee status. On the one (1) year anniversary of participation in Horizon Omnia plan or equivalent, employees will be permitted to either remain in Horizon Omnia plan or equivalent, or enroll in another district-offered plan. Thereafter, the employee is eligible to participate in any open-enrollment periods to make changes to their insurance coverage.
2. The Board may offer different Major Medical plans with, higher co-pays, deductibles and out-of-pocket costs. The Board may also offer voluntary HMO's plans with no deductibles, but subject to applicable co-insurance amounts.
3. Retirees shall be eligible to participate in all health benefits programs at group rates.
4. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
5. All employees shall notify the Board of Education, without delay, when eligibility changes or ceases. Employees shall be subject to payroll deduction as necessary to reimburse the Board or its carrier for benefits erroneously paid.
6. Whenever any change in insurance benefits occurs for any other association representing employees in the Edison Township School District, the Board and Association may agree to reopen negotiations.
7. The Board will not change insurance plans/carriers without first discussing the proposed change with the Association. Any unilateral change in coverage shall be equal to or better than that currently in effect during the life of the contract.
8. The Board shall provide the Association with a master copy of the Health Service Provider's program.

9. A voluntary Section 125 Flexible Spending Account may be made available by the Board.
10. A separate payroll check shall be issued by June 30th of each contract year for non-participation with minimal deductions as directed under law.

**C. Non-participation**

- a. Employees who elect not to participate directly in the medical insurance coverage and prescription plan as outlined in Section A above shall receive two thousand five hundred (\$2,500) dollars annually at the end of each contract year of non-participation.
- b. The Board shall reimburse the premium cost for continued enrollment in the alternate insurance plan for any employee who elects not to participate in the medical insurance coverage and prescription plan as outlined in Section A above should said employee lose insurance coverage through another source until said employee is eligible to re-enroll in the insurance coverage provided by the Board.
- c. An additional two hundred (\$200) dollars will be paid if the employee also does not participate in the dental coverage.
- d. Any employee that elects not to participate in the health plans must complete the opt-out form annually and certify that they have alternate health insurance coverage.

## ARTICLE X

### LEAVES OF ABSENCE

#### **A. Sick Leave**

1. Each employee shall be entitled to twelve (12) sick days per year. These days shall accumulate if not used.
2. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per N.J.S.A. 18-A:30-1.
3. Upon retirement, under the provisions of PERS, members with at least ten (10) years experience in the Edison Township School District will receive payment for sick days earned in the Edison Township School District.
4. Upon leaving the district for any reason other than retirement, members who have completed fifteen (15) years of service in the Edison Township School District will receive payment for sick days accumulated in the Edison Township School District.
5. Payment for unused accumulated sick leave will be for 100% of eligible days at the rate of \$25.00 per day, up to a maximum of fifteen thousand dollars (\$15,000.00).
6. In the event of an employee's death, the deceased employee, with ten (10) or more years of service, shall receive the rate of \$25.00 per day for their unused accumulated sick days payable within sixty days (60) to the estate of the deceased member, up to a maximum of fifteen thousand dollars (\$15,000.00).
7. All new employees shall receive their allotment of sick time upon commencement of hire, prorated at one (1) sick day per month. This shall include the month in which the employee was hired, provided said employee was hired on or before the 15<sup>th</sup> of said month. Thereafter, all employees shall receive their full allotment of sick days on July 1<sup>st</sup>.
8. Personnel who will be absent shall notify the District Absentee Service (AESOP) or current service up to one and half (1.5) hours prior to the employee's start time to facilitate the selection of a suitable substitute, if applicable. If the notification occurs after the deadline, personnel will contact their immediate supervisor.
9. Any request for a doctor's note shall come from Human Resources and said note shall be placed in the employee's official personal file. It is the employee's responsibility to provide proof of the doctor's note to Human Resources, if requested.

#### **B. Temporary Paid Leaves**

##### **1. Personal Leave**

- a) Each employee shall be entitled to three (3) personal days leave per school year every July 1<sup>st</sup>. Employees may use up to five (5) personal days each school year. Unused personal days shall carry over from school year to school year. Any accrued and existing family illness days will be converted to personal days effective to July 1, 2018.
- b) All new employees shall receive their allotment of personal days upon commencement of hire, prorated over the remaining months within that school year. This shall include the month in which the employee was hired, provided said employee was hired on or before the 15<sup>th</sup> of said month. Thereafter, all employees shall receive their full allotment of personal days on July 1<sup>st</sup>.

## **2. Bereavement Leave**

Bereavement leave shall be taken within fourteen (14) working days of the death of the relative, unless otherwise dated.

- a) Each employee shall be entitled to five (5) days' leave without the loss of pay for the death of a parent, spouse, domestic partner, child, or sibling. Employee may carry over one (1) day of the five-day bereavement leave for up to one (1) year. The Superintendent may grant exceptions.
- b) Each employee shall be entitled to four (4) days' leave without the loss of pay for the death of a grandparent, grandchild, mother-in-law or father-in-law, grandparent-in-law, daughter-in-law, or son-in-law.
- c) Each employee shall be entitled to three (3) days' leave without the loss of pay for the death of a sister-in-law or brother-in-law.
- d) Each employee shall be entitled to a one (1) day leave without the loss of pay for the death of an aunt, uncle, niece, nephew, first cousin, or other relative living in the household.
- e) In the event of a death of an employee within this Agreement, the Superintendent, or designee shall grant an appropriate number of employees sufficient time off to attend the funeral without the loss of pay.

## **3. Jury Duty Leave**

- a) Employees shall be granted leave for the purpose of serving on County or State jury duty. Employees shall be paid all regular salary during the term of such duty.
- b) All shifts except midnight shift will serve and be on leave on the day(s) of jury duty. Midnight shift employees will be allowed to report to work the day before jury duty on an earlier shift, 3:00 p.m. – 11:00 p.m., and be on leave the day(s) they serve jury duty. The official notification to serve on jury duty must be provided to the Director of Plant, Operations, and Maintenance.

## **4. Military Leave**

The Board shall, as required by law, allow the time necessary for persons called into temporary active duty with any unit of the U.S. Reserves, etc., provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his/her regular pay in addition to any pay which he/she receives from the State or Federal Government (38:23-1)

## **C. Temporary Unpaid Leaves**

### **1. Infant Care Leave**

The Board shall grant to any employee, male or female, an unpaid leave as required under Federal and State law for Infant Care.

### **2. Family Illness Leave**

The Board shall grant to any employee, male or female, an unpaid leave as required under Federal and State law for a Family Illness.

### 3. Deduct Days

- a) Association members may continue to request use of a deduct day, without penalty, to the Superintendent and/or his/her designee.
- b) The Superintendent and/or his/her designee shall evaluate each request on a case-by-case basis.
- c) The Superintendent and/or his/her designee shall grant or deny such requests within his/her discretion within 5 business days.

### D. Disability Leave

- a) The Board shall grant an unpaid leave of absence on the basis of medical certification (statement from the employee's physician confirming the existence of the disabling condition) of up to one (1) year to any tenured employee or permanent employee, (as outlined in Article V, Section F.) who has exhausted his/her accumulated sick leave and who is temporarily unable to perform his/her duties because of disability resulting from illness, injury, pregnancy, or similar condition. Additional leave may be granted at the discretion of the Board.
- b) For the purposes of this Article, "Temporary Disability" will mean one year from the date that unpaid medical leave begins. Medical, dental and prescription coverage will continue for one year after the temporary disability begins. Thereafter, the employee may remain on the group health insurance plan provided he/she reimburses the Board of Education for applicable premiums until termination or return to work.
- c) Where an employee can anticipate the need for disability leave in connection with a specific future event, such as surgery or childbirth, he/she shall notify the Superintendent or designee with a statement from a physician of his/her continuing fitness to perform his/her assigned duties. Should the situation requiring disability leave change, e.g., if surgery is postponed, or a pregnancy results in miscarriage or stillbirth, the Superintendent may authorize early termination of the leave.
- d) The Board reserves the right to have employees examined by a physician of the Board's choosing at any time prior to granting, during, and upon request to return from a medical leave of absence. In the event that the employee's and the Board's physicians render conflicting opinions, a third opinion will be obtained by a mutually agreed upon physician.
- e) The Board shall grant leaves of absence for disability to non-tenured employees under the same terms and conditions as for tenured employees, except that in no case may such leave extend beyond the expiration date of the employee's contract.

#### **E. Guidelines for Applying for Extended Sick Leave**

- a) Whenever any employee anticipates a sick leave of more than five (5) consecutive days, said employee shall submit to the Human Resources department a request letter and a physician's certificate.
- b) The letter of request shall specify the allocation of days for the duration of the leave of absence, including, but not limited to, sick, personal or vacation leave. If an employee has exhausted all paid leave, an employee may request an unpaid leave (deduct days, Federal Family Leave, State of NJ Family, or other leaves that the Board may grant).
- c) The physician's certificate shall specify a diagnosis and prognosis of the employee explaining the absence, while maintaining the confidentiality of the employee's genuine health condition, including the date on which the employee wishes to commence said leave and the anticipated date on which he/she wishes to return to employment, including any limitations on the employee's ability to return to work.
- d) The commencement and/or termination of a sick leave may be further extended or reduced by submitting an additional physician's certificate.
- e) If an employee is on an unpaid leave, and the employee wishes to continue his/her insurance coverage, the employee will be required to make any employee healthcare contributions on a month to month basis.
- f) The Board may grant or deny such leave or requests and/or extensions. Leaves or requests and/or leave extension requests will not be unreasonably denied.

#### **F. Leave Benefits**

All benefits to which an employee was entitled at the time his/her leave of absence commences including unused accumulated sick leave, will be restored to him/her upon his/her return and the employee shall be assigned to the same position held at the time of commencement of the leave, if available, or, if not, to a substantially equivalent position.



## ARTICLE XI

### PAID VACATION

#### **A. Allowance**

1. Vacation Allowance shall be for time served for each employee as of July 1:

#### Years of Service

At least 6 months to the completion of 1 year	5 Days
1 year plus one day to the completion of 5 years	10 Days
5 years plus one day to the completion of 10 years	15 Days
10 years plus one day to the completion of 20 years	One day per year up to a maximum of 25 days

#### **B. Limitations**

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of district seniority.

1. All employees planning a summer vacation shall submit their anticipated schedule of vacation days by May 1st to the Director of Plant, Operations, and Maintenance for approval. Additional summer vacation may be granted after May 1st on a case by case basis. Summer shall be defined to be the months of July and August. The rescinding of vacation requests shall be submitted to the Director of Plant, Operations, and Maintenance for notification purposes. All employees shall be required to work the last five (5) work days prior to the date students return for the opening of school.
2. Employees who are entitled to fifteen (15) days or more of vacation shall take a minimum of five (5) days during the summer. Employees who are entitled to twenty (20) days or more of vacation shall take a minimum of ten (10) days during the summer, or on non-instructional days from September 1 through June 30<sup>th</sup>, or any combination thereof. Non-instructional days shall be defined as the days that are listed on the annual school calendar that are not instructional days, excluding the negotiated holidays as per Article XII.
3. All employees shall be required to work on all teacher professional development days that may occur from September 1 through the last day of school.
4. Employees are entitled to carry over up to five (5) days of unused vacation days for use in the next school year. Any carry over of days shall not be applied to the limitation provision as outlined in B, 2 above. Any vacation days not taken or carried over as specified herein are forfeited.

### **C. Request Parameters**

Vacation requests other than as specified in Section B, 1, above shall be requested in the following manner:

1. Vacation requests for individual days and/or up to three (3) consecutive days - an employee shall submit a vacation request up to two (2) days prior to the effective date. Custodians shall submit their vacation requests to the employee's Facilities Manager/Foreman, and Principal if building based, for approval. Grounds and maintenance employees shall submit their vacation requests to their respective manager/foreman for approval.
  2. Vacation requests for four (4) consecutive days or more - an employee shall submit a vacation request, at least five (5) days in advance to the employee's Principal if building based, and to the Director of Plant, Operations, and Maintenance for approval. Grounds and maintenance employees shall submit their vacation requests to their respective manager/foreman and to the Director of Plant, Operations, and Maintenance for approval.
  3. The rescinding of vacation requests shall be submitted to the Director of Plant, Operations, and Maintenance for notification purposes.
- D. Vacation requests due to an emergency shall be granted on a case by case basis by the Superintendent of schools.
- E. An employee leaving the school system shall be paid for vacation time earned but not used. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time.
- F. In the event of an employee's death, the estate of the deceased member shall be paid for vacation time earned but not used. The amount paid shall be the regular rate of pay for each day of accumulated unused vacation time.
- G. The employee's paystub shall list their accumulated vacation days, their used vacation days, and their balance of vacation days.

## ARTICLE XII

### HOLIDAYS

A. The following days shall be paid holidays provided the schools are closed on that day.

Independence Day	Christmas Day
Labor Day	New Year's Eve
Yom Kippur	New Year's Day
Veteran's Day	Martin Luther King's Birthday
NJEA Convention Day (1)	President's Day
Thanksgiving Thursday	Good Friday
Thanksgiving Friday	Memorial Day
Christmas Eve	Rosh Hashanah ( 1 day)

- B. In the event that schools are in session on any of the days listed above, an alternate paid day off will be included in the school calendar. The alternate day will be determined by the Association prior to finalizing the school calendar, and will be on a day that the schools have been scheduled to be closed. The alternate day may be on a Monday or Friday unless there is a scheduling problem. When the schools are open on any of the days listed above, the day will be paid at straight time and the regular overtime provisions of the contract shall apply. For employees who are required to work on the alternate day, that day shall be treated as a holiday within the meaning of Article VII, Section B of this contract.
- C. If any of the legal holidays fall on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday, providing schools are closed, or on the next suitable day.
- D. Alternate holidays that the Association would like to schedule on Friday or Monday, provided school is closed, will be at the discretion of the Association and Board based on scheduled activity in the schools.

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## ARTICLE XIII

### EVALUATION and PERSONNEL FILE

#### **A. Evaluation Frequency**

Each employee shall be evaluated in writing twice per school year. The first evaluation should be completed by November 30<sup>th</sup> and the second evaluation should be completed by March 31<sup>st</sup>, otherwise said employee will be considered to have an acceptable work record for that work period whenever the Board acts with respect to promotions, transfers, assignments and layoffs.

#### **B. Open and General Criteria**

1. No evaluation shall be submitted to the administration, placed in the employee's personnel file, or otherwise acted upon without prior conference with the employee.
2. No employee shall be required to sign a blank or incomplete evaluation form.

#### **C. Report Procedures**

1. Each evaluation shall be addressed to the employee personally and shall have the name of the evaluator clearly typed and signed on the evaluation form.
2. Evaluations shall include, but not be limited to:
  - a) Strengths that an employee has demonstrated during the work period since the previous evaluation.
  - b) Weaknesses that an employee has demonstrated during the work period since the previous evaluation, including specific suggestion measures which an employee needs to take to improve his/her work performance in each of those areas that have been indicated as weaknesses since the previous evaluation.
  - c) Any other recommendations deemed appropriate by the employee's evaluator.

#### **D. Conference Procedures**

1. Employees shall be given a copy of his/her evaluation prepared by the evaluator at least one (1) school day prior to scheduling a conference day.
2. During the conference, the evaluator shall review all pertinent factors relating to the employee's performance, as set forth in C, above. An employee shall not be required to sign the evaluation at any time during the conference. The employee shall sign and return the evaluation within one (1) work day, unless employee plans on adding an addendum and/or rebuttal.

#### **E. Addendums and Signature**

1. If an employee disputes said evaluation, they shall have the right within ten (10) work days to submit written addendums and/or rebuttals after said conference, thereby making it a part of the final evaluation. A failure to provide an addendum and/or rebuttal constitutes an acceptance of the evaluation and the content herein.
2. The final evaluation, with any attached written addendums and/or rebuttals shall be signed by both the employee and the evaluator. An employee's signature indicates neither agreement nor disagreement with the written evaluation; simply the employee has been made aware of its contents.

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## **F. Privacy**

All evaluations shall be kept confidential and shall not be distributed to any other members of this bargaining unit without the permission of said employee.

## **G. Evaluation Complaints**

1. Any complaints regarding a member made to the administration by any supervisor, teacher, parent, student or other persons that are used to evaluate a member shall be called to the attention of the member.
2. All complaints shall be put forth in writing, with a copy provided to the employee.
3. If a reprimand or disciplinary action results from the complaint, the member shall be given an opportunity to respond and/or rebut any such complaint by attaching a letter in their official personnel file.
4. It will be left to the Superintendent or his/her designee to meet with the member and/or the Association.

## **H. Personnel File**

### **1. File and Derogatory Material**

A member shall have the right, upon request, to review personally, the contents of his/her personnel file in the presence of the Superintendent or designee. No material derogatory to a member's conduct, service, character, or personality, shall be placed in his/her personnel file unless the member has had an opportunity to review the material. At least once every year a member shall have the right to indicate those documents and/or other materials in the file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or designee and, at the discretion of the Superintendent, they shall be either destroyed or retained. The member shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or designee and attached to the file copy.

### **2. Copies**

An Employee shall have the right to reproduce and retain photocopies of any and all materials in his/her personnel file. The cost of such copies shall be borne by the employee.

### **3. Official File**

The official personnel file, which shall be used for disciplinary purposes, shall be kept at the Human Resource department in the district office.

## ARTICLE XIV

### EMPLOYEE RIGHTS

#### **A. Progressive Discipline**

The Board agrees to utilize the concepts of progressive discipline, consistent with the circumstances surrounding any infraction and/or the disciplinary history of employees. Progressive discipline shall be subject to the grievance procedure and the just cause provision contained within this Agreement.

The following shall apply to each infraction separately.

1. Written warning from Immediate Supervisor.
2. Written warning from Supervisor of Facilities.
3. Written reprimand from Supervisor of Facilities and a meeting with the Superintendent or his/her designee.
4. Withholding of Increment.
5. Termination, where permitted by law.

The exception to this progressive discipline is if the violation is of a criminal nature that directly effects the employee's employment, then employee will be put on a paid Administrative leave, and then, if found guilty, the Board will take action. The following exception shall also be subject to the grievance procedure and the just cause provision contained within this Agreement.

#### **B. Oral Reprimand**

If the necessity for an oral reprimand occurs, it should be done in a professional manner and in a private location and shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.

#### **C. Written Notice**

Whenever an employee is disciplined in writing by the Superintendent or his/her designee, a copy of said notice shall be given to the employee.

## ARTICLE XV

### ASSOCIATION RIGHTS and PRIVILEGES

#### **A. Use of School Facilities**

Upon the approval of the Superintendent of Schools, or his/her designee, the Association shall have the right to use school buildings for meetings.

#### **B. Use of School Mailboxes**

The Association shall have the right to use the inter-school mail facilities and school mailboxes.

#### **C. Use of School Equipment**

The Association, with approval of the principal shall have the right to use the following school equipment, on school premises, for association purposes: electronic, Audio Video, and copy machines at such reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

#### **D. Exclusive Rights**

The rights and privileges of the association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees.

#### **E. Release Time for Meetings**

When any representative of the Association or any employee is mutually scheduled by superintendent or his/her designee and/or the Association to participate in meetings during working hours, he/she will suffer no loss in pay. The parties may mutually agree to meet at other times.

#### **F. School Visitation by Association Representatives**

The Superintendent may release, without loss of pay, the Association President or his/her designee, and permit him/her to visit any workstation, investigate working conditions, employee complaints and/or problems.

#### **G. Conducting Association Business**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school/facility operations or employee work responsibilities.

#### **H. Board Policy Notification**

The President of the Association will receive copies of all pertinent Board of Education policies. It will be their responsibility to distribute same to all Association members.

## ARTICLE XVI

### SAFETY, EQUIPMENT, AND UNIFORMS

#### **A. Safety and Equipment**

##### **1. Telephone**

The Board shall provide a telephone at all worksites with ready access to all employees during work hours.

##### **2. Emergency/Fire Plans**

Annually all emergency and fire prevention plans will be made available to employees for review. Employees will be trained in all pertinent procedures for the location(s) they work.

#### **B. Clothing Allowance**

##### **1. Allowance**

The Board shall issue a separate check to the Employee who shall be responsible for the purchase of their uniforms in accordance with this article as follows:

	2018-2019	2019-2020	2020-2021
Custodian	\$650	\$650	\$650
Maintenance/Grounds	\$700	\$700	\$700

##### **2. Uniform Check Timetable**

The Uniform check shall be issued to the Employee no later than August 15<sup>th</sup> of each new contract year. The Board shall only deduct the minimal tax deductions that are required by law.

##### **3. Pro-Rated Allowance**

An employee hired during the school year shall receive a pro-rated amount at one-twelve (1/12) of the annual clothing allowance for every month they are employed, including the month they were hired. This payment shall be issued within thirty (30) days of hire and will be included in their regularly scheduled paycheck. A separate check shall than be issued every new contract year thereafter.

##### **4. Custodial Uniform**

All custodians shall wear a gray shirt (long or short sleeve) with embroidering, black pants/trousers, and a belt. Custodians may wear shorts at the discretion of their Principal or immediate supervisor.



**5. Maintenance/Grounds Uniform**

All maintenance and grounds persons shall wear a blue shirt (long or short sleeve) with embroidering, blue pants/trousers, and a belt. Maintenance and grounds personal may wear shorts at the discretion of their immediate supervisor.

**6. Footwear**

Employees shall be required to wear steel toe shoes.

**7. Embroidering**

All outer Shirts and either sweatshirts or jackets, that are worn shall have the following embroidering, Employees' first name and department (Custodial, Maintenance or Grounds) on right side of clothing; and Edison Board of Education on left side of clothing as seen by the Employee.

**8. Badges**

Employees shall be required to have in their possession, their Board issued identification badges whenever the employee is on the payroll. A maximum of three (3) badges will be issued per year. Any badges after the third will be purchased by the employee at a reasonable fee.

**9. Inappropriate Uniforms**

Any employee who reports for work in a uniform that is not clean, presentable and appropriate will be considered insubordinate and disciplinary action will be taken.

**10. Committee**

A committee shall be formed from time to time to discuss the type and/or style of uniforms that are to be worn. The committee shall consist of the Supervisor of Facilities, the Association President, a custodian, a maintenance person and a grounds person. The committee shall report their findings to the Superintendent, who will then decide on how to proceed.

## ARTICLE XVII

### MISCELLANEOUS PROVISIONS

#### **A. Board Policy**

This Agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.

#### **B. Separability**

If any provision of this agreement or any application of the agreement as it applies to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **C. Tuition Reimbursement**

The Board will reimburse employees for the cost of tuition for any job-related course, workshop, or training session which they may be required to attend. Tuition reimbursement for any job-related course, workshop or training session which is not required, but approved by the Superintendent or his/her designee shall be limited to, fifteen hundred dollars (\$1500.00) for the life of this contract. Employees attending any job-related course, workshop or training session approved, but not required will do so during non-working hours or can begin his/her shift at a later time, provided they can complete their work. In the event an employee cannot complete his/her shift, said employee may utilize a vacation or personal day to attend the class.

#### **D. Car Allowance**

Employees required by the Superintendent or designee, their building principal or the Supervisor of Facilities, to use their vehicles to travel between work sites and/or on school business shall be compensated at their regular rate of pay for the time involved. Mileage will be reimbursed at the state's allowable mileage rate.

#### **E. Printing**

Copies of this agreement shall be printed and shall be reproduced at a Board Facility.

#### **F. Compliance**

Any individual contract or annual salary between the Board and an individual, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract notification contains any language inconsistent with this Agreement, this Agreement shall be controlling.

#### **G. No Reprisal**

The Association and the Board agree that they shall not discriminate against nor engage in any reprisals or repercussions of any nature against any member of the Association, any individuals or organizations engaged in activities or in support of activities related to contractual negotiations for any agreement or any other issue of representation. Any such reprisals or repercussions shall be prohibited and both parties agree to enjoin their members, agents, and employees to be bound by these provisions and use their best efforts to ensure compliance.

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## ARTICLE XVIII

### PAYROLL AND DUES PROVISIONS

#### **A. Payment procedure**

1. Employees shall be paid in twenty-four (24) equal semi-monthly installments.
2. Paychecks shall be issued on the last working day prior to the fifteenth (15<sup>th</sup>) of the month and on the last working day prior to the end of the month.
3. When a payday falls on or during a school holiday, school vacation or weekend, employees shall receive their paychecks on the last working day prior to the holiday.
4. The Board shall provide a payroll deduction program for the purchase of United States Savings Bonds.
5. The Board shall provide a voluntary direct-deposit banking program.

#### **B. Dues**

1. The Board agrees to deduct from the salaries of employees dues for the Edison Public Schools Custodians and Maintenance Association, the Middlesex County Education Association, New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with existing laws and under the rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person(s) designated by the Edison Public Schools Custodians and Maintenance Association by the 15<sup>th</sup> of each month following the monthly period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Dues shall be based on ten (10) equal monthly deductions, with no dues paid during the months of July and August.
3. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
4. An employee who wishes to withdraw from Association membership or to terminate deductions for other Associations' services and programs must notify the payroll department prior to December 1 or May 31. Withdrawal will be effective thirty (30) days after proper notification is filed.

#### **C. Representation Fee**

1. The Association may elect to assess all employees covered by this Agreement who are not members of the Association, a representation fee for services rendered by the Association at the maximum level permitted by law. Such fee will be deducted from salary and transmitted to the Association in the same manner as are dues of Association members, pursuant to Article XVIII, Section B.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.
3. The amount of the representation fee shall be designated when the annual dues are designated pursuant to Article XVIII, Section B.

**ARTICLE XIX**  
**CUSTODIAN SALARY GUIDE**

STEP 2018-2019		STEP 2019-2020		STEP 2020-2021	
1	38,626				
2	39,626	1-2	39,861	1	40,176
3	40,626	3	40,861	2-3	40,926
4	41,626	4	41,861	4	41,926
5	43,126	5	43,361	5	43,426
6	45,126	6	45,361	6	45,426
7	47,726	7	47,961	7	48,026
8	51,276	8	51,476	8	51,526
9	55,776	9	55,976	9	56,026
10	61,276	10	61,326	10	61,326
11	62,026	11	62,826	11	63,526

BASE YEAR 2017-2018	YEAR 1 2018-2019	YEAR 2 2019-2020	YEAR 3 2020-2021
			1
	1	1-2	2-3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	11
10	11	11	11

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ARTICLE XX

MAINTENANCE/GROUNDS SALARY GUIDE

STEP 2018-2019		STEP 2019-2020		STEP 2020-2021	
1	39,921				
2	40,921	1-2	41,156	1	41,471
3	41,921	3	42,156	2-3	42,221
4	42,921	4	43,156	4	43,221
5	44,421	5	44,656	5	44,721
6	46,421	6	46,656	6	46,721
7	49,021	7	49,256	7	49,321
8	52,571	8	52,771	8	52,821
9	57,071	9	57,271	9	57,321
10	62,571	10	62,621	10	62,621
11	63,321	11	64,121	11	64,821

BASE YEAR 2017-2018	YEAR 1 2018-2019	YEAR 2 2019-2020	YEAR 3 2020-2021
			1
	1	1-2	2-3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	11
10	11	11	11

# ARTICLE XXI

## MAINTENANCE/GROUNDS HELPERS SALARY GUIDE

STEP 2018-2019		STEP 2019-2020		STEP 2020-2021	
1	34,763				
2	35,663	1-2	35,875	1	36,158
3	36,563	3	36,775	2-3	36,833
4	37,463	4	37,675	4	37,733
5	38,813	5	39,025	5	39,083
6	40,613	6	40,825	6	40,883
7	42,953	7	43,165	7	43,223
8	46,148	8	46,328	8	46,373
9	50,198	9	50,378	9	50,423
10	55,148	10	55,193	10	55,193
11	55,823	11	56,543	11	57,173

BASE YEAR 2017-2018	YEAR 1 2018-2019	YEAR 2 2019-2020	YEAR 3 2020-2021
			1
	1	1-2	2-3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	11
10	11	11	11

## ARTICLE XXII

### SALARY DIFFERENTIALS

#### **A. Longevity**

The above amounts represent the total longevity payment and are not cumulative. Longevity payments shall be added to the employee's base wage on July 1<sup>st</sup> following completion of the required years of service.

Years of service	20018-2019	2019-2020	2020-2021
6 Years	1301	1301	1301
10 Years	1,927	1,927	1,927
15 Years	2,427	2,427	2,427
20 Years	2,990	2,990	2,990
25 Years	3,554	3,554	3,554

#### **B. Black Seal Differential**

\$500.00 per year provided the employee was hired prior to July 1, 1991.

#### **C. Shift Differentials**

Nightshift is defined as any shift beginning at 3:00 p.m. or later.

1. All middle/high school night/midnight persons in charge (with Black Seal License) shall receive the following hourly differential:

2018-2019	2019-2020	2020-2021
1.04	1.04	1.04

2. All night shift persons shall receive a shift differential per hour as shown below:

2018-2019	2019-2020	2020-2021
.81	.81	.81

3. Day Lead Person substitute, Foreman, and Night Lead Person shall receive compensation at the higher rate beginning on the first working day of the assignment.
4. Shift differentials shall be paid for paid holidays that occur when the employee is on the night shift. Floaters, as defined in Article VII. I., shall be paid the shift differential from September 1<sup>st</sup> through June 30<sup>th</sup>.
5. The Wednesday through Sunday flexible shift and the Saturday Flexible employees will be paid night differential for all days worked regardless of hours, from September 1<sup>st</sup> through June 30<sup>th</sup>.

#### **D. Maintenance and Grounds Stipends**

	2018-2019	2019-2020	2020-2021
Tool Person & Painter	3,864	4,564	5,264
Crew Leader (Grounds)	2,569	2,973	3,569
Crew Leader (Stadium)	2,569	2,973	3,569
Pesticide-Applicator's License	2,569	2,973	3,569
Grounds Personal**	1,299	2,047	2,755

\*\*For Grounds Personal not already receiving a Tool Person, Crew Leader, or Pesticide Stipend.

#### **E. Military Service Eligibility**

Veterans of the United States Armed Forces, honorably discharged, are eligible to receive up to four (4) years' credit on the salary guide over and above the base starting salary. N.J.S.A. 18A: 29-11

#### **F. Step Advancement**

Step advancement must be earned through time on active payroll or workman's compensation. Active payroll shall be defined as any time in which an employee is being paid, i.e., on duty, sick time, vacation time, etc.

1. New employees who work half the year, plus one (1) day will move on the salary guide. New employees who work half or less of the year will not move on the guide.



ARTICLE XXIII

DURATION OF AGREEMENT

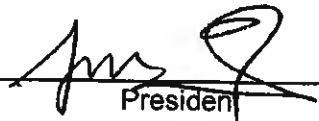
This Agreement shall become effective the first day of July 2018 and shall remain in effect until midnight of June 30, 2021 or until a successor agreement has been properly negotiated. This agreement has incorporated all pre-existing sidebar agreements. Any pre-existing sidebar agreement not incorporated in this agreement is null and void.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed, this 30<sup>th</sup> day of July, 2018.

THE BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE  
TOWNSHIP OF EDISON, IN THE  
COUNTY OF MIDDLESEX

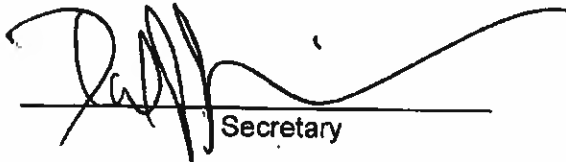
EDISON PUBLIC  
SCHOOLS CUSTODIANS  
AND  
MAINTENANCE ASSOCIATION, INC.

ATTEST:

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary

DATE: 7/30/18

DATE: July 26, 2018

Negotiation Team of the Board:

Jingwei "Jerry" Shi, Board President

Beth Moroney, Board Vice President

Richard Brescher, Board Member

Daniel P. Michaud, Business Administrator

Richard Pepe, Assistant Business Admin.

Joshua Savitz, Board Attorney

Negotiation Team of the Association:

Andrew C. Hibell, Negotiation Chair

John D. Kelly, President

Scott A. Murphy, Vice President

Steven Sromovsky, Maintenance/Grounds Rep

John Koperwhats, Custodian Rep

Brian R. Furry, NJEA Uniserv Rep

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